

From: Anonymous
To: Microsoft ATR
Date: 1/29/02 2:55am
Subject: Microsoft Settlement

(Email, part 2, server size truncation)

Assertion

It is possible Microsoft apparent change focus on "server side" MOSP maintenance enhancement control, as distinct from "client side" control, breaches a reasonable person view of the contract rights under MOSP purchase, the sovereign property right entitlement(s) associated with that contract, and / or the intangible right to honest services for an interstate wire transaction.

As an example, Norton Systemworks on Windows 98 appears to do maintenance upgrades on the "client side", the user tool using Internet in contacting Symantec for current system levels, offering a list of changes for user download and install, then running that user download and install process.

However, Microsoft MOSP maintenance from Microsoft support itself appears to run "server side" system level support, not "client side" and appears to possibly force security changes in web browser configuration. The server side browser code possibly determines the needed maintenance by examining the client, not the client side code examining the server.

Microsoft develops both the MOSP client and its own server, has the direct choice of client (MOSP) or server (Microsoft server) support, and is possibly doing the reverse of Symantec. It is possible that server/client choice breaches a reasonable person view of rights and / or entitlements, with the author stating he would never choose server side support if given a choice.

It is possible Microsoft in the past and recently made "server side" changes in its Windows maintenance update process that forced "client side" security changes in order to obtain both maintenance support and merely a list of the "client side" system changes possibly needed. Some of these changes may be critical security changes.

Assertion

It is possible Microsoft has a secret scheme or artifice to increasingly disregard "client side" functionality choice, choosing to impose "server side" functionality, but for no disclosed or apparent MOSP support reason. It is possible that increasing, undisclosed,

suspicious change effects, installed by MOSP necessary bug maintenance practice, is in fact a pattern and practice scheme to increasingly foster "server side" functionality upon an unwitting user body, until "server side" functionality becomes a mandate, not a choice.

At that mandate time, it is possible a secret Microsoft plan to now force periodic software licensing fees upon the user body now will become reality, with the user body, after repeated, subtle, concealed change over time, is now dependent on "server side" functionality, and is unable to drop Microsoft or Windows because of business or personal need.

Assertion

It is possible Microsoft has not in good faith tried to comply with the intent of the Proposed Final Judgment and the espoused complaint of opposing parties, has not in good faith tried to be consistent with reasonable person expectation of MOSP and computer tool expectation with Proposed Final Judgement III. A. retaliation expectation, but rather is engaging in a secret scheme or artifice to continually engage in anti-competitive, fraudulent practices in at least three ways:

One, to "tailor" MOSP maintenance changes to reduce or eliminate the ability for a possible OEM to offer competing product, such as Apple QuickTime, Microsoft thus acting not to compete and offer MOST client choice, but to defraud and to retaliate.

Two, to use the secret scheme or artifice to later force periodic licensing upon a user body that now requires "server side" functionality, on evolving business or personal need, Microsoft using near-monopoly power to secretly -- reverse -- the possible entire history of computer usage financing.

Three, speculating on the future, to use that periodic licensing scheme as an anti-competitive mechanism, where a user whose computer is old or wears out has minimal choice for competing product, being forced to stay with the now necessary "server side" licensing mechanism because of business or personal need of that software. While Microsoft offers presumptively equal software on Macintosh and Windows, after Windows periodic licensing becomes reality, the pretextual, competing Macintosh versions may become obsolete.

Assertion

While a vendor certainly has the right to develop and offer their own delivery of service, a vendor has no right to use the US Mail,

interstate wire, or interstate commerce in a pattern and practice to deny honest services, to conceal material fact in a secret scheme for future profit, to scheme in iterative enticement, lure, or extortion of unwitting users into future, periodic licensing.

Rewording, offering a "server side", monthly license fee tool is certainly legal. Maintaining and extending an operating system is certainly legal. But maintenance change patterns that have no credible client value, that have a secret Microsoft value, that are part of a likely "setup scheme" for the user, are fraud, in the denial of honest contract and wire services.

If questionable change A, precedes B, precedes C, . . . into now necessary "server side" functionality "P", a functionality that facilitates periodic licensing, then each distinct change, absent credible cause, is falsified cause and fraudulent effect.

Using a near-monopoly customer base to impose secret, subtle maintenance changes for no credible reason, in denying reasonable person expectation of operating system, computer tool, and / or competitive product honest services, or using knowingly false MOSP maintenance changes to impose Microsoft benefit at the expense of reasonable person expectation, is not legal. It is potential fraud and potential racketeering.

Assertion

This is not a single redress against a single Microsoft. It is a possible class action issue for the entirety of Microsoft users of all tools and all products, for the entire world, for all interstate mail, wire, and commerce acts, for all Microsoft support downloads.